

AGREEMENT FOR REPRESENTATION

BETWEEN the Associação Defensora de Direitos Autorais (“**ADDAF**”), Av Visconde de Inhauma 134—Sala 1107-1109, Centro - Rio de Janeiro - Brazil, Cep 20091-901, represented by its President, Cesar Costa Filho, on the one hand, and The Harry Fox Agency, Inc., (“**HFA**”), 601 W. 26<sup>th</sup> Street, Suite 500, New York, NY 10001, United States of America, represented by its President & CEO, Mr. Gary L. Churgin on the other hand. Each of ADDAF and HFA are referred to herein as a “**Contracting Organization**” and collectively as the “**Contracting Organizations.**”

It is agreed as follows:

I

1. By the present agreement (“**Agreement**”), ADDAF authorizes HFA, for HFA’s territory of exploitation, to exercise on a non-exclusive basis the licensing and collection rights hereafter defined on the terms and conditions provided herein.
2. The licensing and collection rights referenced above consist of the rights to issue and administer licenses covering the audio mechanical reproduction of recordings of any kind embodying musical works of the repertoire of ADDAF whether in physical or non-physical form (i.e., digital phonorecord delivery), where such audio mechanical reproduction is manufactured, distributed, or delivered within the HFA territory, subject to the provisions of Paragraph I.6 regarding export recordings. HFA is hereby authorized to license the mechanical reproduction of musical works that comprise the repertoire of ADDAF excluding musical works of those members or publishers who have entered or do enter into direct agreements covering representation of their mechanical reproduction rights with a copyright administering society, such as the

Contracting Organizations, or with a local publisher, for the particular territory.

ADDAF shall provide HFA with sufficient information regarding such arrangements, as may be in effect from time to time, for HFA to proficiently perform its duties hereunder. In the absence of express instructions from ADDAF, HFA is further authorized, in the event of a disagreement or dispute with any licensee, to enter into settlement agreements in HFA's discretion on behalf of ADDAF with such licensee.

3. The repertoire of ADDAF subject to this Agreement consists of musical works in respect of which those who own or control the mechanical reproduction rights subject to this Agreement have authorized or hereafter authorize ADDAF to provide for the licensing of and royalty collection for such rights as provided in this Agreement.
  
4. Except as to those rights set forth in (a) below, the rights covered by this Agreement are limited to audio-mechanical rights for recordings of any kind and the delivery of such recordings in physical and/or non-physical form (i.e., digital phonorecord delivery) for distribution to the public for private use only. All other rights, including, without limitation, such rights as motion picture and television synchronization rights, audio-visual rights, performance rights and print rights are excluded from this Agreement.
  - (a) To the extent the laws prevailing, or hereafter adopted, in HFA's territory compensate copyright owners in any manner for either the rental, home recording and/or duplication of the owner's copyrighted works, HFA, as far as such laws allow, will collect the appropriate royalties in such territory (i.e. the writer/publisher share allocable to the repertoire) on behalf of ADDAF's affiliated publishers or members, and shall remit such royalties to ADDAF at the same time it carries out



its accounting to its other foreign affiliates or members, subject to commission pursuant to Paragraph V.1 of this Agreement.

5. The rights covered by this Agreement shall be exercised by HFA in accordance with the customary mechanical licensing practices and procedures prevailing in the HFA Territory in the same manner applied to those who own or control the mechanical reproduction rights (i.e. publisher-principals, authors) who are represented by HFA and domiciled in the HFA Territory. The aforementioned licensing practices and procedures prevailing in the HFA Territory shall apply to, among other things, conditions relating to royalty examinations and settlement of disputes, subject in all cases to the laws and regulations of the HFA territory of exploitation.
  
6. The parties agree as follows regarding the collection of royalties on recordings exported from the territories covered by this Agreement:
  - (a) The license conditions of the countries to which the exports are destined shall generally be applied, subject to the following subsections of this Paragraph I.6.
  
  - (b) As to exports containing ADDAF repertoire from the United States of America to the ADDAF territory, HFA shall collect royalties at the U.S. statutory rate prevailing in the HFA territory unless otherwise instructed by ADDAF for the repertoire at issue, in which case, ADDAF shall collect royalties for the usage of specific works from the repertoire at issue contained on such exports in accordance with the licensing conditions prevailing in the ADDAF territory, provided that supporting documentation, satisfactory to HFA in form and substance, is supplied to this effect. HFA shall notify ADDAF of such exports of which HFA becomes aware pursuant to the guidelines set forth in Paragraph I.6 (f) below.

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- (c) As to exports containing ADDAF repertoire from the ADDAF territory to the United States of America, HFA shall issue licenses in accordance with the licensing conditions prevailing in the United States of America. ADDAF shall notify HFA of such exports of which ADDAF becomes aware pursuant to the guidelines set forth in Paragraph I.6 (f) below.
- (d) As to exports containing ADDAF repertoire from the United States of America to countries other than the ADDAF territory, HFA shall collect royalties at the U.S. statutory rate unless otherwise instructed by ADDAF for the repertoire at issue due to an arrangement between ADDAF and the copyright administering society operating in the country to which the exports are destined, in accordance with the licensing conditions prevailing in such country and provided supporting documentation is supplied to this effect to the satisfaction of both HFA and said copyright administering society.
- (e) With respect to royalties received by HFA from another copyright administering society by reason of the distribution in the United States of America of recordings manufactured in another country, it is acknowledged that such royalties may be subject to the commission charged by such other society, and that HFA may commission such royalties before remitting them to ADDAF.
- (f) The Contracting Organizations shall use reasonable efforts to supply each other, on a reciprocal basis whenever feasible, with the following information in regard to exports from each organization's respective territory to the territory of the other in consideration of Paragraph I.6 (b) and Paragraph I.6 (c) above:
- (1) Identification of musical composition by title, publisher and authors.
  - (2) Identification of phonorecord by label, artist and record number.
  - (3) Quantity of phonorecords involved.
  - (4) Country of manufacture and identity of manufacturer.

- (5) Country of export and identity of exporter.
- (6) Port of entry and identity of importer or consignee and import agent.
- (7) Date of anticipated importation.

II

Each Contracting Organization is entitled to be provided with all reasonable documentation and information relating to the operations of the other which has a bearing on the carrying out of this Agreement, including, among other things, documentation supporting the quarterly royalty payments referenced in Paragraph IV.3 below. ADDAF shall notify HFA in writing of any limitation or reserve in the composition of its repertoire and its rights of administration or modification thereof which may affect the exercise of the licensing and collection rights referred to herein. In lieu of the foregoing written notice, either or both Contracting Organizations may provide to the other party electronic access to their data files for the purpose of providing the information required by this Paragraph II.

III

- 1. The territory of exploitation of HFA comprises the United States of America, its territories and possessions and the Commonwealth of Puerto Rico.
- 2. The territory of exploitation of ADDAF comprises Brazil.

IV

- 1. The distribution of the amounts collected by HFA on behalf of ADDAF shall be made in accordance with the supporting documentation supplied as required by Paragraph II above and shall be remitted to ADDAF for distribution to its affiliated publishers or

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members electronically in either ASCII or CSV (Comma Separated Values), the record size being 420 characters and the block size 4200 characters, and may utilize the standard CISAC-BIEM electronic distribution format (such as the current M3 format).

2. The distribution of amounts collected by HFA on behalf of ADDAF's affiliated members shall be made in the same form as to HFA's own affiliated publishers in U.S. Dollars, and remitted in such currency via electronic funds transfer as follows:

**Bank name: BANCO SANTANDER**

**Bank Number: 033**

**Bank Agency: 0125**

**Bank Account: 13001801-6**

**SWIFT Code: SCBLUS33 + Bank number (033) + Agency number (0125)**

**Account Number: 13001801-6**

**CNPJ number (Brazilian equivalent of U.S. Tax ID): 335756630001-93**

3. (a) HFA agrees to distribute to ADDAF royalties due to affiliated members of ADDAF (including the allocable share of any royalty examination recoveries computed on the same basis as for HFA's own affiliated publishers) on a quarterly basis. In addition, such distribution by HFA to ADDAF will include a pro rata share in respect of the ADDAF repertoire of any proceeds HFA is then distributing to its members representing supplementary distributions of income.

- (b) In accounting for amounts collected, HFA will transmit data via ftp written in either ASCII or CSV (Comma Separated Values), the record size being 420 characters

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and the block size 4200 characters. Data files may adhere to the current CISAC-BIEM Royalty Distribution Type M—3 standard and contain the information specified in that standard. In the event that there is any update to that standard, the Contracting Organizations will discuss the modification and exercise reasonable efforts to conform thereto within a reasonable time if deemed mutually acceptable.

4. On making any payment, HFA shall deduct such taxes as are appropriate under its local laws endeavoring where possible to obtain any clearances needed under applicable tax treaties and to supply such information and/or documentation as may be necessary and/or desirable to obtain a tax credit or repayment and to notify ADDAF of all changes or requirements of the fiscal authorities in the United States as and when it becomes aware of such changes or requirements.
  
5. In the event that HFA discovers that it has sent amounts to ADDAF in error, HFA will immediately notify ADDAF. In the event that the error is discovered before the monies have been remitted to the relevant member or publisher, then such sums shall be repaid to HFA within the next quarterly accounting period as referred to in Paragraph IV.3 above. In the event that the error is discovered after such sums have been paid through, and future sums arise in relation to the same song which are due to be paid through to the relevant member, then ADDAF will where possible and consistent with extant practices set-off the sum paid in error against such sums and will then account to HFA as referred to in the previous sentence. In other circumstances where the error is discovered after such sums have been paid through, ADDAF will use commercially reasonable efforts to recover material sums from the relevant member or publisher and will then account as referred to in the first sentence of this Paragraph.



V

1. Subject to I.6 above, the percentage rates of commission to be charged on, and deducted from, the gross royalties collected by HFA under this Agreement shall be as follows:

(a) HFA:

(i) the same as the standard rate of commission applied by HFA to its publisher principals for domestic transactions, and in no event less than 7.75% of the gross amounts collected from the manufacturers of commercial recordings (e.g., records, tapes, cassettes, audio CDs and digital phonorecord deliveries).

(ii) the same as the standard rate of commission applied by HFA to its publisher principals for domestic transactions, and in no event less than 7.75% of the gross amounts of the rental, home recording and/or duplication royalties collected by HFA on behalf of ADDAF's members, subject to prevailing laws in the HFA territory as provided for by Paragraph I.4 (a) above.

(iii) Notwithstanding anything to the contrary contained in this Agreement, in no event shall HFA be required to charge a lower percentage rate commission than that applied to its publisher principals for domestic transactions.

2. Any taxes or other levies which under local laws which have to be imposed are to be ignored in calculating the above percentages.



VI

The present Agreement is entered into for the period from September 1, 2011 to August 31, 2012 and is renewable by tacit consent for additional one (1) year periods thereafter, unless written notice of termination is given by either party by registered letter, return receipt requested, not less than three (3) months before the end of the current period.

VII

1. In relation to the exercise of licensing and collection rights in the HFA territory of exploitation of HFA the applicable law of this Agreement shall be the law of the state of New York other than such laws, rules and regulations that would result in the application of the laws, rules and regulations of any jurisdiction other than the laws, rules and regulations of the State of New York. With respect to any action or proceeding arising out of this Agreement, the Contracting Organizations (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (b) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (c) consent to the personal jurisdiction of such court.

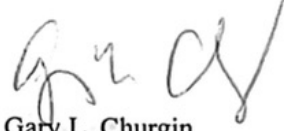
VIII

This Agreement represents the entire understanding of the Contracting Organizations with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the Contracting Organizations with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both Contracting Organizations.

[SIGNATURES FOLLOW]

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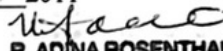
FOR AND ON BEHALF OF  
THE HARRY FOX AGENCY, INC.



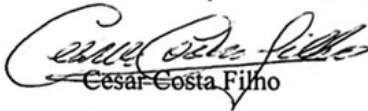
Gary L. Churgin  
President & CEO

Witness

In New York this 8 day of September 2011

  
R. ADINA ROSENTHAL  
NOTARY PUBLIC, State of New York  
No. 02RO6182142  
Qualified in New York County  
Commission Expires Feb. 18, 2012

FOR AND BEHALF OF  
ASSOCIAÇÃO DEFENSORA DE DIREITOS AUTORAIS



Cesar Costa Filho  
President

Witness

In RIO DE JANEIRO this 12 day of AGOSTO 2011

OFÍCIO DE NOTAS E REGISTRO DE CONTRATOS MARÍTIMOS  
Rua do Acre, 28 - Centro - RJ - Tel.: (21) 2253-3459 - Tabelião Aloir Melchhiades de Souza

Reconheço por SEMELHANÇA a firma de:  
CELICINZ01-cesar costa filho.....

Rio de Janeiro, 15/08/2011 Perzentia : 4,96

0% TJ+ Fundos : 1,21

ELAINE DA SILVEIRA DO NASCIMENTO N. 1.94-7948 Total: 5,27

SELO DE FISCALIZAÇÃO  
CORREGEDORIA GERAL DA JUSTIÇA - RJ

INSTRUMENTO DE FIRMA  
POR SEMELHANÇA

DIA

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